



Commonwealth of Kentucky  
Cabinet for Health and Family Services  
Department for Aging and Independent Living

**WAIVER:**

☐ABI

☐ABI-LT

☐HCB

☐MP

☐SCL

**Kentucky Consumer Directed Options/Participant Directed Services  
Employee/Provider Contract**

I (*employee name*) \_\_\_\_\_, have agreed to work under the employment of  
(*employer name*) \_\_\_\_\_.

Services under this contract will consist of the following:

<b><u>SERVICE PROVIDED</u></b>	<b><u>RATE PER HOUR</u></b>

**Services Available Through the Consumer Directed Option/Participant Directed Services:**

**ABI-A:** *Personal Care, Companion Care, Day Training, Supported Employment, and Respite*

**ABI-LTC:** *Community Living Supports, Day Training, Supported Employment, and Respite*

**HCB:** *Attendant Care, Respite, and Transportation*

**MP:** *Attendant Care, Personal Care, Homemaking, Respite, Community Living Supports, and Supported Employment*

**SCL:** *Community Access, Community Guide, Day Training, Supported Employment, Personal Assistance, and Respite*

**As an employee/provider:**

I agree to provide the above listed services as required by my employer at the rate stated above per hour.

I understand there may be civil and/or criminal penalties if I intentionally defraud the Department for Medicaid Services.

I understand that I shall not be approved as a Consumer Directed Option (CDO) or Participant Directed Services (PDS) provider if results from my background check reveal that I have pled guilty to or been convicted of committing an offense as outlined in the regulation for the waiver in which I participate.

I understand that I shall not be approved as a CDO or PDS provider if I am registered on the Kentucky Nurse Aide abuse registry.

I understand that I shall not be approved as a CDO or PDS provider if results from the Central Registry Check reveal that I have been substantiated for abuse, if applicable.



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I understand that under KRS 205.5607 (Kentucky Independence Plus Through Consumer Directed Services Program) Workers Compensation (KRS Chapter 342) may not apply to my employment as a Consumer Directed Options or Participant Directed Services provider. This means that neither the state, nor any state agency, nor political subdivision, nor any fiscal intermediary, nor representative, nor service advisor can be held liable for any injuries or losses I may incur while providing services.

I understand that I shall not be approved as a PDS provider if results from my drug screening reveal a positive drug test as outlined in the respective waiver, if applicable.

I understand that if I do not complete all employee requirements within the specified timelines, I will no longer be eligible for valid employment under the CDO/PDS.

I understand that I must maintain employee/employer confidentiality.

I understand this is an at-will contract and either party may terminate this agreement at any time.

I understand that I must notify my employer of the contraction of any infectious disease(s) and I shall abstain from work until the infectious disease can no longer be transmitted as documented by a medical professional.

I agree to follow all relevant state and federal statutes and regulations.

I have received and fully understand the list of employment guidelines and will follow them to the best of my ability. I further understand that any or all items of this contract may be subject to renewal or change upon agreement by my employer and myself.

**As an employer:**

I understand that I may be responsible for payments associated for employment requirements, including employee training.

I understand that I can only require my employee to assist with duties that are relevant to my needs and outcomes that are specified on the Plan of Care.

I understand that I may be responsible for payment for any hours I may require my employee to work beyond the authorized amount in the Plan of Care.

I understand that if employee does not complete all employee requirements within the specified timeframes, I am responsible for payment of any hours I may require employee to work according to the Department of Labor.

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Employee/Provider

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Date

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Employer/Participant

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Date